

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM380738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pixate, Inc.		04/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Google Inc.		
Street Address:	1600 Amphitheatre Parkway		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4505909	PIXATE	
Registration Number:	4776366	X	
Registration Number:	4626364	PIXATE FREESTYLE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tmdocketing@google.com		
Correspondent Name:	Gavin Charlston		
Address Line 1:	1600 Amphitheatre Parkway		
Address Line 4:	Mountain View, CALIFORNIA 94043		
ATTORNEY DOCKET NUMBER:	PIXATE ASSIGNMENT		
NAME OF SUBMITTER:	Michael Young		
SIGNATURE:	/Michael Young/		
DATE SIGNED:	04/15/2016		
Total Attachments: 3			
source=Pixate - signed assignment#page1.tif			
source=Pixate - signed assignment#page2.tif			
source=Pixate - signed assignment#page3.tif			

CH \$90.00 4505909

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of April 14, 2016 by and between **Pixate, Inc.**, a Delaware corporation (hereinafter "Assignor"), and **Google Inc.**, a Delaware corporation ("Assignee"), having its place of business at 1600 Amphitheatre Parkway, Mountain View, California, 94043 USA.

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world, in and to said trademarks and any applications and registrations thereof, including any intent-to-use applications (hereinafter collectively referred to as the "Trademarks");

WHEREAS, for the Trademarks in use, Assignor has adopted, used, is using and has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, for the Trademarks not in use, Assignor has intent to use the Trademarks in connection with Assignor's existing and ongoing business, or portion thereof to which the Trademarks pertain, and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks worldwide; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide;

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks, (iv) all income, royalties, damages and payments in respect of the Trademarks, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks.

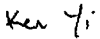
Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. Assignor hereby appoints Assignee's in-house trademark counsel as Assignor's attorney-in-fact to execute all documents on behalf of Assignor and its employees for this limited purpose.

Executed at Sunnyvale, California this 14th day of April, 2016.

Pixate, Inc.

By:

DocuSigned by:





Kenneth Yi
CEO, President, Secretary

SCHEDULE A

United States Trademark Registrations:

PIXATE registration no. 4,505,909

X Design registration no. 4,776,366

PIXATE FREESTYLE registration no. 4,626,364